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      Beverly Hills, California 90212

**Attorneys for Defendants Alo, LLC  
and Color Image Apparel, Inc.**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

13 BIHQ PTE LTD., a Singapore private limited company,

Plaintiff,  
V.

16 ALO, LLC, a California limited  
17 liability company and COLOR IMAGE  
18 APPAREL, INC., a California  
corporation,

### Defendants.

**ALO, LLC'S AND COLOR  
IMAGE APPAREL, INC.'S  
ANSWER TO COMPLAINT AND  
COUNTERCLAIMS**

## **JURY TRIAL DEMANDED**

Assigned: Hon. George H. Wu  
Complaint filed: February 24, 2023

Defendants Alo, LLC (“Alo LLC”) and Color Image Apparel, Inc. (“CIA”) (together “Alo” or “Defendants”), hereby submit their Answer, Affirmative Defenses, and Counterclaims to the Complaint filed by Plaintiff BIHQ Pte Ltd. (“BIHQ” or “Plaintiff”) as set forth below.<sup>1</sup>

<sup>26</sup> Alo does not respond to the headings in the Complaint, which require no response.  
<sup>27</sup> To the extent the headings purport to contain factual allegations requiring a response, Alo denies them. Alo's answers in specific numbered paragraphs herein correspond

## NATURE OF ACTION

1. Alo denies the allegations in Paragraph 1 of the Complaint except admits that this purports to be an action for breach of contract and account stated seeking damages for monetary relief, and avers that the claims lack merit as asserted.

## **PARTIES**

1. Alo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 1 of the Complaint and therefore denies them.

2. Alo admits that Alo, LLC is a California limited liability company with a principal place of business located at 9830 Wilshire Boulevard, Beverly Hills, CA 90212. Alo admits that it is a well-known athleisure, yoga and health and wellness company that markets and sells products throughout the United States and abroad. Alo denies the remaining allegations in Paragraph 2 of the Complaint are complete or accurate and therefore denies them.

3. Alo admits that CIA is a California corporation with a principal place of business located at 9830 Wilshire Boulevard, Beverly Hills, CA 90212. Alo admits that Alo, LLC is a wholly-owned subsidiary of CIA. Alo denies the remaining allegations in Paragraph 3 of the Complaint are complete or accurate and therefore denies them.

4. Alo admits that Alo, LLC is a wholly-owned subsidiary of CIA, and that CIA and Alo, LLC each have a principal place of business located at 9830 Wilshire Boulevard, Beverly Hills, CA 90212. Alo denies the remaining allegations in Paragraph 4 of the Complaint are complete or accurate and therefore denies them. The remaining allegations in Paragraph 4 also state legal conclusions to which no response is required. To the extent a response is required, Alo denies them.

to the same numbered paragraphs used in the Complaint.

5. Alo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 5 of the Complaint and therefore denies them.

## **JURISDICTION & VENUE**

6. Alo admits that Plaintiff asserts claims subject to the statute listed in Paragraph 6, but avers that the asserted claims lack merit. The remaining allegations state legal conclusions to which no response is required. To the extent a response is required, Alo denies the allegations.

7. Alo admits that Alo, LLC is a California limited liability company with a principal place of business located at 9830 Wilshire Boulevard, Beverly Hills, CA 90212. Alo denies the remaining allegations in Paragraph 7 of the Complaint. Solely for purposes of this action, Alo does not contest that it is subject to personal jurisdiction with respect the asserted claims in the Complaint.

8. Alo admits that Alo, LLC is a California limited liability company with a principal place of business located at 9830 Wilshire Boulevard, Beverly Hills, CA 90212. Alo denies the remaining allegations in Paragraph 8 of the Complaint. The remaining allegations state legal conclusions to which no response is required. To the extent a response is required, Alo denies the allegations.

## **GENERAL ALLEGATIONS**

9. Alo denies the allegations in Paragraph 9 of the Complaint are complete or accurate and therefore denies them. Alo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 9 of the Complaint and therefore denies them.

10. Alo denies the allegations in Paragraph 10 of the Complaint are complete or accurate and therefore denies them. Alo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 10 of the

1 Complaint and therefore denies them. The remaining allegations state legal  
2 conclusions regarding contract formation to which no response is required. To the  
3 extent a response is required, Alo denies the allegations.

4 11. Alo denies the allegations in Paragraph 11 of the Complaint are complete  
5 or accurate and therefore denies them. Alo lacks knowledge or information sufficient  
6 to form a belief as to the truth or falsity of the allegations in Paragraph 11 of the  
7 Complaint and therefore denies them. The remaining allegations state legal  
8 conclusions regarding contract formation to which no response is required. To the  
9 extent a response is required, Alo denies the allegations.

10 12. Alo denies the allegations in Paragraph 12 of the Complaint are complete  
11 or accurate and therefore denies them. Alo lacks knowledge or information sufficient  
12 to form a belief as to the truth or falsity of the allegations in Paragraph 12 of the  
13 Complaint and therefore denies them. The remaining allegations state legal  
14 conclusions regarding contract formation to which no response is required. To the  
15 extent a response is required, Alo denies the allegations.

16 13. Alo denies the allegations in Paragraph 13 of the Complaint are complete  
17 or accurate and therefore denies them. Alo lacks knowledge or information sufficient  
18 to form a belief as to the truth or falsity of the allegations in Paragraph 13 of the  
19 Complaint and therefore denies them. The remaining allegations state legal  
20 conclusions regarding contract formation to which no response is required. To the  
21 extent a response is required, Alo denies the allegations.

22 14. Alo denies the allegations in Paragraph 14 of the Complaint are complete  
23 or accurate and therefore denies them. Alo lacks knowledge or information sufficient  
24 to form a belief as to the truth or falsity of the allegations in Paragraph 14 of the  
25 Complaint and therefore denies them.

26 15. Alo denies the allegations in Paragraph 15 of the Complaint are complete  
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1 or accurate and therefore denies them. Alo lacks knowledge or information sufficient  
2 to form a belief as to the truth or falsity of the allegations in Paragraph 15 of the  
3 Complaint and therefore denies them. The remaining allegations state legal  
4 conclusions regarding contract formation to which no response is required. To the  
5 extent a response is required, Alo denies the allegations.

6 16. Alo denies the allegations in Paragraph 16 of the Complaint are complete  
7 or accurate and therefore denies them. Alo lacks knowledge or information sufficient  
8 to form a belief as to the truth or falsity of the allegations in Paragraph 16 of the  
9 Complaint and therefore denies them.

10 17. Alo denies the allegations in Paragraph 17 of the Complaint are complete  
11 or accurate and therefore denies them. Alo lacks knowledge or information sufficient  
12 to form a belief as to the truth or falsity of the allegations in Paragraph 17 of the  
13 Complaint and therefore denies them.

14 18. Alo denies the allegations in Paragraph 18 of the Complaint are complete  
15 or accurate and therefore denies them. Alo lacks knowledge or information sufficient  
16 to form a belief as to the truth or falsity of the allegations in Paragraph 18 of the  
17 Complaint and therefore denies them.

18 19. Alo denies the allegations in Paragraph 19 of the Complaint are complete  
19 or accurate and therefore denies them. Alo lacks knowledge or information sufficient  
20 to form a belief as to the truth or falsity of the allegations in Paragraph 19 of the  
21 Complaint and therefore denies them. The remaining allegations state legal  
22 conclusions regarding contract formation to which no response is required. To the  
23 extent a response is required, Alo denies the allegations.

24 20. Alo denies the allegations in Paragraph 20 of the Complaint are complete  
25 or accurate and therefore denies them. Alo lacks knowledge or information sufficient  
26 to form a belief as to the truth or falsity of the allegations in Paragraph 20 of the  
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1 Complaint and therefore denies them. The remaining allegations state legal  
2 conclusions regarding contract formation to which no response is required. To the  
3 extent a response is required, Alo denies the allegations.

4 21. Alo denies the allegations in Paragraph 21 of the Complaint are complete  
5 or accurate and therefore denies them. Alo lacks knowledge or information sufficient  
6 to form a belief as to the truth or falsity of the allegations in Paragraph 21 of the  
7 Complaint and therefore denies them. The remaining allegations state legal  
8 conclusions regarding contract formation to which no response is required. To the  
9 extent a response is required, Alo denies the allegations.

10 22. Alo denies the allegations in Paragraph 22 of the Complaint are complete  
11 or accurate and therefore denies them. Alo lacks knowledge or information sufficient  
12 to form a belief as to the truth or falsity of the allegations in Paragraph 22 of the  
13 Complaint and therefore denies them. The remaining allegations state legal  
14 conclusions regarding contract formation to which no response is required. To the  
15 extent a response is required, Alo denies the allegations.

16 23. Alo admits that at various times throughout 2022 it issued certain  
17 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
18 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
19 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
20 specific allegations in this Paragraph of the Complaint are complete or accurate and  
21 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
22 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
23 denies them.

24 24. Alo admits that at various times throughout 2022 it issued certain  
25 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
26 Plaintiff provided invoices for certain clothing, and that Alo received shipments of

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1 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
2 specific allegations in this Paragraph of the Complaint are complete or accurate and  
3 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
4 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
5 denies them.

6 25. Alo admits that at various times throughout 2022 it issued certain  
7 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
8 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
9 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
10 specific allegations in this Paragraph of the Complaint are complete or accurate and  
11 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
12 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
13 denies them.

14 26. Alo admits that at various times throughout 2022 it issued certain  
15 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
16 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
17 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
18 specific allegations in this Paragraph of the Complaint are complete or accurate and  
19 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
20 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
21 denies them.

22 27. Alo admits that at various times throughout 2022 it issued certain  
23 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
24 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
25 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
26 specific allegations in this Paragraph of the Complaint are complete or accurate and  
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1 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
2 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
3 denies them.

4       28. Alo admits that at various times throughout 2022 it issued certain  
5 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
6 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
7 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
8 specific allegations in this Paragraph of the Complaint are complete or accurate and  
9 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
10 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
11 denies them.

12       29. Alo admits that at various times throughout 2022 it issued certain  
13 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
14 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
15 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
16 specific allegations in this Paragraph of the Complaint are complete or accurate and  
17 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
18 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
19 denies them.

20       30. Alo admits that at various times throughout 2022 it issued certain  
21 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
22 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
23 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
24 specific allegations in this Paragraph of the Complaint are complete or accurate and  
25 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
26 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
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1 denies them.

2       31. Alo admits that at various times throughout 2022 it issued certain  
3 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
4 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
5 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
6 specific allegations in this Paragraph of the Complaint are complete or accurate and  
7 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
8 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
9 denies them.

10      32. Alo admits that at various times throughout 2022 it issued certain  
11 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
12 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
13 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
14 specific allegations in this Paragraph of the Complaint are complete or accurate and  
15 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
16 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
17 denies them.

18      33. Alo admits that at various times throughout 2022 it issued certain  
19 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
20 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
21 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
22 specific allegations in this Paragraph of the Complaint are complete or accurate and  
23 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
24 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
25 denies them.

26      34. Alo admits that at various times throughout 2022 it issued certain  
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1 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
2 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
3 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
4 specific allegations in this Paragraph of the Complaint are complete or accurate and  
5 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
6 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
7 denies them.

8       35. Alo admits that at various times throughout 2022 it issued certain  
9 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
10 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
11 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
12 specific allegations in this Paragraph of the Complaint are complete or accurate and  
13 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
14 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
15 denies them.

16       36. Alo admits that at various times throughout 2022 it issued certain  
17 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
18 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
19 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
20 specific allegations in this Paragraph of the Complaint are complete or accurate and  
21 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
22 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
23 denies them.

24       37. Alo admits that at various times throughout 2022 it issued certain  
25 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
26 Plaintiff provided invoices for certain clothing, and that Alo received shipments of

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1 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
2 specific allegations in this Paragraph of the Complaint are complete or accurate and  
3 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
4 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
5 denies them.

6       38. Alo admits that at various times throughout 2022 it issued certain  
7 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
8 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
9 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
10 specific allegations in this Paragraph of the Complaint are complete or accurate and  
11 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
12 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
13 denies them.

14       39. Alo admits that at various times throughout 2022 it issued certain  
15 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
16 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
17 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
18 specific allegations in this Paragraph of the Complaint are complete or accurate and  
19 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
20 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
21 denies them.

22       40. Alo admits that at various times throughout 2022 it issued certain  
23 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
24 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
25 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
26 specific allegations in this Paragraph of the Complaint are complete or accurate and  
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1 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
2 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
3 denies them.

4       41. Alo admits that at various times throughout 2022 it issued certain  
5 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
6 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
7 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
8 specific allegations in this Paragraph of the Complaint are complete or accurate and  
9 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
10 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
11 denies them.

12       42. Alo admits that at various times throughout 2022 it issued certain  
13 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
14 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
15 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
16 specific allegations in this Paragraph of the Complaint are complete or accurate and  
17 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
18 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
19 denies them.

20       43. Alo admits that at various times throughout 2022 it issued certain  
21 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
22 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
23 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
24 specific allegations in this Paragraph of the Complaint are complete or accurate and  
25 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
26 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
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1 denies them.

2       44. Alo admits that at various times throughout 2022 it issued certain  
3 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
4 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
5 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
6 specific allegations in this Paragraph of the Complaint are complete or accurate and  
7 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
8 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
9 denies them.

10      45. Alo admits that at various times throughout 2022 it issued certain  
11 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
12 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
13 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
14 specific allegations in this Paragraph of the Complaint are complete or accurate and  
15 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
16 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
17 denies them.

18      46. Alo admits that at various times throughout 2022 it issued certain  
19 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
20 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
21 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
22 specific allegations in this Paragraph of the Complaint are complete or accurate and  
23 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
24 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
25 denies them.

26      47. Alo admits that at various times throughout 2022 it issued certain  
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1 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
2 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
3 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
4 specific allegations in this Paragraph of the Complaint are complete or accurate and  
5 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
6 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
7 denies them.

8 48. Alo admits that at various times throughout 2022 it issued certain  
9 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
10 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
11 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
12 specific allegations in this Paragraph of the Complaint are complete or accurate and  
13 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
14 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
15 denies them.

16 49. Alo admits that at various times throughout 2022 it issued certain  
17 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
18 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
19 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
20 specific allegations in this Paragraph of the Complaint are complete or accurate and  
21 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
22 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
23 denies them.

24 50. Alo admits that at various times throughout 2022 it issued certain  
25 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
26 Plaintiff provided invoices for certain clothing, and that Alo received shipments of

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1 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
2 specific allegations in this Paragraph of the Complaint are complete or accurate and  
3 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
4 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
5 denies them.

6       51. Alo admits that at various times throughout 2022 it issued certain  
7 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
8 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
9 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
10 specific allegations in this Paragraph of the Complaint are complete or accurate and  
11 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
12 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
13 denies them.

14       52. Alo admits that at various times throughout 2022 it issued certain  
15 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
16 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
17 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
18 specific allegations in this Paragraph of the Complaint are complete or accurate and  
19 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
20 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
21 denies them.

22       53. Alo admits that at various times throughout 2022 it issued certain  
23 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
24 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
25 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
26 specific allegations in this Paragraph of the Complaint are complete or accurate and  
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1 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
2 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
3 denies them.

4 54. Alo admits that at various times throughout 2022 it issued certain  
5 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
6 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
7 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
8 specific allegations in this Paragraph of the Complaint are complete or accurate and  
9 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
10 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
11 denies them.

12 55. Alo admits that at various times throughout 2022 it issued certain  
13 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
14 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
15 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
16 specific allegations in this Paragraph of the Complaint are complete or accurate and  
17 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
18 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
19 denies them.

20 56. Alo admits that at various times throughout 2022 it issued certain  
21 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
22 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
23 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
24 specific allegations in this Paragraph of the Complaint are complete or accurate and  
25 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
26 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
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1 denies them.

2       57. Alo admits that at various times throughout 2022 it issued certain  
3 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
4 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
5 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
6 specific allegations in this Paragraph of the Complaint are complete or accurate and  
7 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
8 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
9 denies them.

10      58. Alo admits that at various times throughout 2022 it issued certain  
11 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
12 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
13 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
14 specific allegations in this Paragraph of the Complaint are complete or accurate and  
15 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
16 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
17 denies them.

18      59. Alo admits that at various times throughout 2022 it issued certain  
19 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
20 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
21 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
22 specific allegations in this Paragraph of the Complaint are complete or accurate and  
23 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
24 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
25 denies them.

26      60. Alo admits that at various times throughout 2022 it issued certain  
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1 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
2 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
3 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
4 specific allegations in this Paragraph of the Complaint are complete or accurate and  
5 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
6 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
7 denies them.

8       61. Alo admits that at various times throughout 2022 it issued certain  
9 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
10 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
11 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
12 specific allegations in this Paragraph of the Complaint are complete or accurate and  
13 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
14 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
15 denies them.

16       62. Alo admits that at various times throughout 2022 it issued certain  
17 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
18 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
19 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
20 specific allegations in this Paragraph of the Complaint are complete or accurate and  
21 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
22 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
23 denies them.

24       63. Alo admits that at various times throughout 2022 it issued certain  
25 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
26 Plaintiff provided invoices for certain clothing, and that Alo received shipments of

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1 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
2 specific allegations in this Paragraph of the Complaint are complete or accurate and  
3 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
4 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
5 denies them.

6 64. Alo admits that at various times throughout 2022 it issued certain  
7 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
8 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
9 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
10 specific allegations in this Paragraph of the Complaint are complete or accurate and  
11 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
12 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
13 denies them.

14 65. Alo admits that at various times throughout 2022 it issued certain  
15 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
16 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
17 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
18 specific allegations in this Paragraph of the Complaint are complete or accurate and  
19 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
20 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
21 denies them.

22 66. Alo admits that at various times throughout 2022 it issued certain  
23 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
24 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
25 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
26 specific allegations in this Paragraph of the Complaint are complete or accurate and  
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1 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
2 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
3 denies them.

4       67. Alo admits that at various times throughout 2022 it issued certain  
5 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
6 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
7 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
8 specific allegations in this Paragraph of the Complaint are complete or accurate and  
9 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
10 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
11 denies them.

12       68. Alo admits that at various times throughout 2022 it issued certain  
13 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
14 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
15 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
16 specific allegations in this Paragraph of the Complaint are complete or accurate and  
17 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
18 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
19 denies them.

20       69. Alo admits that at various times throughout 2022 it issued certain  
21 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
22 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
23 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
24 specific allegations in this Paragraph of the Complaint are complete or accurate and  
25 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
26 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
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1 denies them.

2 70. Alo admits that at various times throughout 2022 it issued certain  
3 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
4 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
5 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
6 specific allegations in this Paragraph of the Complaint are complete or accurate and  
7 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
8 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
9 denies them.

10 71. Alo admits that at various times throughout 2022 it issued certain  
11 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
12 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
13 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
14 specific allegations in this Paragraph of the Complaint are complete or accurate and  
15 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
16 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
17 denies them.

18 72. Alo admits that at various times throughout 2022 it issued certain  
19 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
20 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
21 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
22 specific allegations in this Paragraph of the Complaint are complete or accurate and  
23 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
24 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
25 denies them.

26 73. Alo admits that at various times throughout 2022 it issued certain  
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1 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
2 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
3 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
4 specific allegations in this Paragraph of the Complaint are complete or accurate and  
5 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
6 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
7 denies them.

8 74. Alo admits that at various times throughout 2022 it issued certain  
9 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
10 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
11 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
12 specific allegations in this Paragraph of the Complaint are complete or accurate and  
13 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
14 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
15 denies them.

16 75. Alo admits that at various times throughout 2022 it issued certain  
17 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
18 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
19 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
20 specific allegations in this Paragraph of the Complaint are complete or accurate and  
21 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
22 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
23 denies them.

24 76. Alo admits that at various times throughout 2022 it issued certain  
25 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
26 Plaintiff provided invoices for certain clothing, and that Alo received shipments of

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1 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
2 specific allegations in this Paragraph of the Complaint are complete or accurate and  
3 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
4 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
5 denies them.

6       77. Alo admits that at various times throughout 2022 it issued certain  
7 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
8 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
9 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
10 specific allegations in this Paragraph of the Complaint are complete or accurate and  
11 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
12 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
13 denies them.

14       78. Alo admits that at various times throughout 2022 it issued certain  
15 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
16 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
17 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
18 specific allegations in this Paragraph of the Complaint are complete or accurate and  
19 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
20 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
21 denies them.

22       79. Alo admits that at various times throughout 2022 it issued certain  
23 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
24 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
25 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
26 specific allegations in this Paragraph of the Complaint are complete or accurate and  
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1 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
2 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
3 denies them.

4       80. Alo admits that at various times throughout 2022 it issued certain  
5 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
6 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
7 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
8 specific allegations in this Paragraph of the Complaint are complete or accurate and  
9 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
10 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
11 denies them.

12       81. Alo admits that at various times throughout 2022 it issued certain  
13 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
14 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
15 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
16 specific allegations in this Paragraph of the Complaint are complete or accurate and  
17 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
18 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
19 denies them.

20       82. Alo admits that at various times throughout 2022 it issued certain  
21 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
22 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
23 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
24 specific allegations in this Paragraph of the Complaint are complete or accurate and  
25 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
26 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
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1 denies them.

2        83. Alo admits that at various times throughout 2022 it issued certain  
3 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
4 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
5 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
6 specific allegations in this Paragraph of the Complaint are complete or accurate and  
7 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
8 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
9 denies them.

10        84. Alo admits that at various times throughout 2022 it issued certain  
11 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
12 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
13 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
14 specific allegations in this Paragraph of the Complaint are complete or accurate and  
15 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
16 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
17 denies them.

18        85. Alo admits that at various times throughout 2022 it issued certain  
19 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
20 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
21 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
22 specific allegations in this Paragraph of the Complaint are complete or accurate and  
23 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
24 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
25 denies them.

26        86. Alo admits that at various times throughout 2022 it issued certain  
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1 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
2 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
3 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
4 specific allegations in this Paragraph of the Complaint are complete or accurate and  
5 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
6 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
7 denies them.

8 87. Alo admits that at various times throughout 2022 it issued certain  
9 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
10 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
11 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
12 specific allegations in this Paragraph of the Complaint are complete or accurate and  
13 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
14 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
15 denies them.

16 88. Alo admits that at various times throughout 2022 it issued certain  
17 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
18 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
19 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
20 specific allegations in this Paragraph of the Complaint are complete or accurate and  
21 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
22 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
23 denies them.

24 89. Alo admits that at various times throughout 2022 it issued certain  
25 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
26 Plaintiff provided invoices for certain clothing, and that Alo received shipments of

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1 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
2 specific allegations in this Paragraph of the Complaint are complete or accurate and  
3 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
4 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
5 denies them.

6 90. Alo admits that at various times throughout 2022 it issued certain  
7 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
8 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
9 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
10 specific allegations in this Paragraph of the Complaint are complete or accurate and  
11 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
12 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
13 denies them.

14 91. Alo admits that at various times throughout 2022 it issued certain  
15 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
16 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
17 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
18 specific allegations in this Paragraph of the Complaint are complete or accurate and  
19 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
20 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
21 denies them.

22 92. Alo admits that at various times throughout 2022 it issued certain  
23 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
24 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
25 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
26 specific allegations in this Paragraph of the Complaint are complete or accurate and  
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1 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
2 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
3 denies them.

4       93. Alo admits that at various times throughout 2022 it issued certain  
5 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
6 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
7 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
8 specific allegations in this Paragraph of the Complaint are complete or accurate and  
9 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
10 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
11 denies them.

12       94. Alo admits that at various times throughout 2022 it issued certain  
13 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
14 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
15 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
16 specific allegations in this Paragraph of the Complaint are complete or accurate and  
17 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
18 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
19 denies them.

20       95. Alo admits that at various times throughout 2022 it issued certain  
21 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
22 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
23 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
24 specific allegations in this Paragraph of the Complaint are complete or accurate and  
25 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
26 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
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1 denies them.

2        96. Alo admits that at various times throughout 2022 it issued certain  
3 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
4 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
5 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
6 specific allegations in this Paragraph of the Complaint are complete or accurate and  
7 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
8 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
9 denies them.

10        97. Alo admits that at various times throughout 2022 it issued certain  
11 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
12 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
13 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
14 specific allegations in this Paragraph of the Complaint are complete or accurate and  
15 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
16 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
17 denies them.

18        98. Alo admits that at various times throughout 2022 it issued certain  
19 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
20 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
21 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
22 specific allegations in this Paragraph of the Complaint are complete or accurate and  
23 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
24 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
25 denies them.

26        99. Alo admits that at various times throughout 2022 it issued certain  
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1 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
2 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
3 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
4 specific allegations in this Paragraph of the Complaint are complete or accurate and  
5 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
6 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
7 denies them.

8       100. Alo admits that at various times throughout 2022 it issued certain  
9 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
10 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
11 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
12 specific allegations in this Paragraph of the Complaint are complete or accurate and  
13 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
14 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
15 denies them.

16       101. Alo admits that at various times throughout 2022 it issued certain  
17 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
18 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
19 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
20 specific allegations in this Paragraph of the Complaint are complete or accurate and  
21 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
22 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
23 denies them.

24       102. Alo admits that at various times throughout 2022 it issued certain  
25 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
26 Plaintiff provided invoices for certain clothing, and that Alo received shipments of

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1 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
2 specific allegations in this Paragraph of the Complaint are complete or accurate and  
3 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
4 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
5 denies them.

6 103. Alo admits that at various times throughout 2022 it issued certain  
7 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
8 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
9 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
10 specific allegations in this Paragraph of the Complaint are complete or accurate and  
11 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
12 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
13 denies them.

14 104. Alo admits that at various times throughout 2022 it issued certain  
15 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
16 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
17 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
18 specific allegations in this Paragraph of the Complaint are complete or accurate and  
19 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
20 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
21 denies them.

22 105. Alo admits that at various times throughout 2022 it issued certain  
23 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
24 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
25 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
26 specific allegations in this Paragraph of the Complaint are complete or accurate and  
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1 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
2 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
3 denies them.

4 106. Alo admits that at various times throughout 2022 it issued certain  
5 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
6 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
7 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
8 specific allegations in this Paragraph of the Complaint are complete or accurate and  
9 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
10 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
11 denies them.

12 107. Alo admits that at various times throughout 2022 it issued certain  
13 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
14 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
15 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
16 specific allegations in this Paragraph of the Complaint are complete or accurate and  
17 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
18 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
19 denies them.

20 108. Alo admits that at various times throughout 2022 it issued certain  
21 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
22 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
23 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
24 specific allegations in this Paragraph of the Complaint are complete or accurate and  
25 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
26 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
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1 denies them.

2       109. Alo admits that at various times throughout 2022 it issued certain  
3 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
4 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
5 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
6 specific allegations in this Paragraph of the Complaint are complete or accurate and  
7 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
8 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
9 denies them.

10      110. Alo admits that at various times throughout 2022 it issued certain  
11 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
12 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
13 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
14 specific allegations in this Paragraph of the Complaint are complete or accurate and  
15 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
16 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
17 denies them.

18      111. Alo admits that at various times throughout 2022 it issued certain  
19 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
20 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
21 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
22 specific allegations in this Paragraph of the Complaint are complete or accurate and  
23 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
24 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
25 denies them.

26      112. Alo admits that at various times throughout 2022 it issued certain  
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1 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
2 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
3 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
4 specific allegations in this Paragraph of the Complaint are complete or accurate and  
5 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
6 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
7 denies them.

8       113. Alo admits that at various times throughout 2022 it issued certain  
9 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
10 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
11 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
12 specific allegations in this Paragraph of the Complaint are complete or accurate and  
13 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
14 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
15 denies them.

16       114. Alo admits that at various times throughout 2022 it issued certain  
17 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
18 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
19 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
20 specific allegations in this Paragraph of the Complaint are complete or accurate and  
21 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
22 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
23 denies them.

24       115. Alo admits that at various times throughout 2022 it issued certain  
25 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
26 Plaintiff provided invoices for certain clothing, and that Alo received shipments of

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1 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
2 specific allegations in this Paragraph of the Complaint are complete or accurate and  
3 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
4 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
5 denies them.

6       116. Alo admits that at various times throughout 2022 it issued certain  
7 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
8 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
9 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
10 specific allegations in this Paragraph of the Complaint are complete or accurate and  
11 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
12 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
13 denies them.

14       117. Alo admits that at various times throughout 2022 it issued certain  
15 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
16 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
17 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
18 specific allegations in this Paragraph of the Complaint are complete or accurate and  
19 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
20 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
21 denies them.

22       118. Alo admits that at various times throughout 2022 it issued certain  
23 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
24 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
25 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
26 specific allegations in this Paragraph of the Complaint are complete or accurate and  
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1 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
2 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
3 denies them.

4       119. Alo admits that at various times throughout 2022 it issued certain  
5 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
6 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
7 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
8 specific allegations in this Paragraph of the Complaint are complete or accurate and  
9 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
10 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
11 denies them.

12       120. Alo admits that at various times throughout 2022 it issued certain  
13 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
14 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
15 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
16 specific allegations in this Paragraph of the Complaint are complete or accurate and  
17 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
18 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
19 denies them.

20       121. Alo admits that at various times throughout 2022 it issued certain  
21 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
22 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
23 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
24 specific allegations in this Paragraph of the Complaint are complete or accurate and  
25 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
26 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
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1 denies them.

2       122. Alo admits that at various times throughout 2022 it issued certain  
3 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
4 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
5 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
6 specific allegations in this Paragraph of the Complaint are complete or accurate and  
7 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
8 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
9 denies them.

10      123. Alo admits that at various times throughout 2022 it issued certain  
11 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
12 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
13 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
14 specific allegations in this Paragraph of the Complaint are complete or accurate and  
15 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
16 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
17 denies them.

18      124. Alo admits that at various times throughout 2022 it issued certain  
19 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
20 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
21 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
22 specific allegations in this Paragraph of the Complaint are complete or accurate and  
23 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
24 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
25 denies them.

26      125. Alo admits that at various times throughout 2022 it issued certain  
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1 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
2 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
3 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
4 specific allegations in this Paragraph of the Complaint are complete or accurate and  
5 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
6 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
7 denies them.

8       126. Alo admits that at various times throughout 2022 it issued certain  
9 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
10 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
11 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
12 specific allegations in this Paragraph of the Complaint are complete or accurate and  
13 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
14 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
15 denies them.

16       127. Alo admits that at various times throughout 2022 it issued certain  
17 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
18 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
19 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
20 specific allegations in this Paragraph of the Complaint are complete or accurate and  
21 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
22 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
23 denies them.

24       128. Alo admits that at various times throughout 2022 it issued certain  
25 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
26 Plaintiff provided invoices for certain clothing, and that Alo received shipments of

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1 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
2 specific allegations in this Paragraph of the Complaint are complete or accurate and  
3 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
4 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
5 denies them.

6 129. Alo admits that at various times throughout 2022 it issued certain  
7 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
8 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
9 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
10 specific allegations in this Paragraph of the Complaint are complete or accurate and  
11 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
12 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
13 denies them.

14 130. Alo admits that at various times throughout 2022 it issued certain  
15 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
16 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
17 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
18 specific allegations in this Paragraph of the Complaint are complete or accurate and  
19 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
20 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
21 denies them.

22 131. Alo admits that at various times throughout 2022 it issued certain  
23 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
24 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
25 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
26 specific allegations in this Paragraph of the Complaint are complete or accurate and  
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1 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
2 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
3 denies them.

4       132. Alo admits that at various times throughout 2022 it issued certain  
5 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
6 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
7 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
8 specific allegations in this Paragraph of the Complaint are complete or accurate and  
9 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
10 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
11 denies them.

12       133. Alo admits that at various times throughout 2022 it issued certain  
13 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
14 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
15 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
16 specific allegations in this Paragraph of the Complaint are complete or accurate and  
17 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
18 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
19 denies them.

20       134. Alo admits that at various times throughout 2022 it issued certain  
21 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
22 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
23 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
24 specific allegations in this Paragraph of the Complaint are complete or accurate and  
25 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
26 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
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1 denies them.

2       135. Alo admits that at various times throughout 2022 it issued certain  
3 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
4 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
5 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
6 specific allegations in this Paragraph of the Complaint are complete or accurate and  
7 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
8 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
9 denies them.

10      136. Alo admits that at various times throughout 2022 it issued certain  
11 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
12 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
13 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
14 specific allegations in this Paragraph of the Complaint are complete or accurate and  
15 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
16 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
17 denies them.

18      137. Alo admits that at various times throughout 2022 it issued certain  
19 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
20 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
21 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
22 specific allegations in this Paragraph of the Complaint are complete or accurate and  
23 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
24 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
25 denies them.

26      138. Alo admits that at various times throughout 2022 it issued certain  
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1 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
2 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
3 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
4 specific allegations in this Paragraph of the Complaint are complete or accurate and  
5 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
6 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
7 denies them.

8       139. Alo admits that at various times throughout 2022 it issued certain  
9 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
10 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
11 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
12 specific allegations in this Paragraph of the Complaint are complete or accurate and  
13 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
14 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
15 denies them.

16       140. Alo admits that at various times throughout 2022 it issued certain  
17 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
18 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
19 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
20 specific allegations in this Paragraph of the Complaint are complete or accurate and  
21 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
22 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
23 denies them.

24       141. Alo admits that at various times throughout 2022 it issued certain  
25 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
26 Plaintiff provided invoices for certain clothing, and that Alo received shipments of

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1 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
2 specific allegations in this Paragraph of the Complaint are complete or accurate and  
3 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
4 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
5 denies them.

6 142. Alo admits that at various times throughout 2022 it issued certain  
7 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
8 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
9 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
10 specific allegations in this Paragraph of the Complaint are complete or accurate and  
11 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
12 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
13 denies them.

14 143. Alo admits that at various times throughout 2022 it issued certain  
15 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
16 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
17 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
18 specific allegations in this Paragraph of the Complaint are complete or accurate and  
19 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
20 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
21 denies them.

22 144. Alo admits that at various times throughout 2022 it issued certain  
23 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
24 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
25 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
26 specific allegations in this Paragraph of the Complaint are complete or accurate and  
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1 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
2 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
3 denies them.

4 145. Alo admits that at various times throughout 2022 it issued certain  
5 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
6 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
7 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
8 specific allegations in this Paragraph of the Complaint are complete or accurate and  
9 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
10 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
11 denies them.

12 146. Alo admits that at various times throughout 2022 it issued certain  
13 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
14 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
15 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
16 specific allegations in this Paragraph of the Complaint are complete or accurate and  
17 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
18 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
19 denies them.

20 147. Alo admits that at various times throughout 2022 it issued certain  
21 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
22 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
23 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
24 specific allegations in this Paragraph of the Complaint are complete or accurate and  
25 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
26 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
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1 denies them.

2       148. Alo admits that at various times throughout 2022 it issued certain  
3 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
4 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
5 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
6 specific allegations in this Paragraph of the Complaint are complete or accurate and  
7 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
8 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
9 denies them.

10      149. Alo admits that at various times throughout 2022 it issued certain  
11 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
12 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
13 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
14 specific allegations in this Paragraph of the Complaint are complete or accurate and  
15 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
16 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
17 denies them.

18      150. Alo admits that at various times throughout 2022 it issued certain  
19 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
20 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
21 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
22 specific allegations in this Paragraph of the Complaint are complete or accurate and  
23 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
24 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
25 denies them.

26      151. Alo admits that at various times throughout 2022 it issued certain  
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1 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
2 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
3 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
4 specific allegations in this Paragraph of the Complaint are complete or accurate and  
5 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
6 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
7 denies them.

8 152. Alo admits that at various times throughout 2022 it issued certain  
9 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
10 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
11 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
12 specific allegations in this Paragraph of the Complaint are complete or accurate and  
13 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
14 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
15 denies them.

16 153. Alo admits that at various times throughout 2022 it issued certain  
17 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
18 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
19 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
20 specific allegations in this Paragraph of the Complaint are complete or accurate and  
21 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
22 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
23 denies them.

24 154. Alo admits that at various times throughout 2022 it issued certain  
25 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
26 Plaintiff provided invoices for certain clothing, and that Alo received shipments of

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1 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
2 specific allegations in this Paragraph of the Complaint are complete or accurate and  
3 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
4 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
5 denies them.

6 155. Alo admits that at various times throughout 2022 it issued certain  
7 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
8 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
9 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
10 specific allegations in this Paragraph of the Complaint are complete or accurate and  
11 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
12 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
13 denies them.

14 156. Alo admits that at various times throughout 2022 it issued certain  
15 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
16 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
17 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
18 specific allegations in this Paragraph of the Complaint are complete or accurate and  
19 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
20 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
21 denies them.

22 157. Alo admits that at various times throughout 2022 it issued certain  
23 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
24 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
25 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
26 specific allegations in this Paragraph of the Complaint are complete or accurate and  
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1 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
2 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
3 denies them.

4 158. Alo admits that at various times throughout 2022 it issued certain  
5 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
6 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
7 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
8 specific allegations in this Paragraph of the Complaint are complete or accurate and  
9 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
10 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
11 denies them.

12 159. Alo admits that at various times throughout 2022 it issued certain  
13 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
14 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
15 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
16 specific allegations in this Paragraph of the Complaint are complete or accurate and  
17 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
18 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
19 denies them.

20 160. Alo admits that at various times throughout 2022 it issued certain  
21 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
22 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
23 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
24 specific allegations in this Paragraph of the Complaint are complete or accurate and  
25 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
26 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
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28

1 denies them.

2       161. Alo admits that at various times throughout 2022 it issued certain  
3 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
4 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
5 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
6 specific allegations in this Paragraph of the Complaint are complete or accurate and  
7 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
8 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
9 denies them.

10       162. Alo admits that at various times throughout 2022 it issued certain  
11 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
12 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
13 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
14 specific allegations in this Paragraph of the Complaint are complete or accurate and  
15 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
16 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
17 denies them.

18       163. Alo admits that at various times throughout 2022 it issued certain  
19 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
20 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
21 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
22 specific allegations in this Paragraph of the Complaint are complete or accurate and  
23 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
24 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
25 denies them.

26       164. Alo admits that at various times throughout 2022 it issued certain  
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1 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
2 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
3 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
4 specific allegations in this Paragraph of the Complaint are complete or accurate and  
5 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
6 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
7 denies them.

8 165. Alo admits that at various times throughout 2022 it issued certain  
9 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
10 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
11 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
12 specific allegations in this Paragraph of the Complaint are complete or accurate and  
13 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
14 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
15 denies them.

166. Alo admits that at various times throughout 2022 it issued certain  
17 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
18 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
19 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
20 specific allegations in this Paragraph of the Complaint are complete or accurate and  
21 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
22 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
23 denies them.

167. Alo admits that at various times throughout 2022 it issued certain  
17 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
18 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
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1 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
2 specific allegations in this Paragraph of the Complaint are complete or accurate and  
3 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
4 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
5 denies them.

6 168. Alo admits that at various times throughout 2022 it issued certain  
7 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
8 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
9 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
10 specific allegations in this Paragraph of the Complaint are complete or accurate and  
11 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
12 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
13 denies them.

14 169. Alo admits that at various times throughout 2022 it issued certain  
15 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
16 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
17 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
18 specific allegations in this Paragraph of the Complaint are complete or accurate and  
19 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
20 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
21 denies them.

22 170. Alo admits that at various times throughout 2022 it issued certain  
23 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
24 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
25 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
26 specific allegations in this Paragraph of the Complaint are complete or accurate and  
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1 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
2 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
3 denies them.

4       171. Alo admits that at various times throughout 2022 it issued certain  
5 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
6 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
7 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
8 specific allegations in this Paragraph of the Complaint are complete or accurate and  
9 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
10 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
11 denies them.

12       172. Alo admits that at various times throughout 2022 it issued certain  
13 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
14 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
15 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
16 specific allegations in this Paragraph of the Complaint are complete or accurate and  
17 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
18 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
19 denies them.

20       173. Alo admits that at various times throughout 2022 it issued certain  
21 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
22 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
23 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
24 specific allegations in this Paragraph of the Complaint are complete or accurate and  
25 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
26 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
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1 denies them.

2       174. Alo admits that at various times throughout 2022 it issued certain  
3 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
4 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
5 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
6 specific allegations in this Paragraph of the Complaint are complete or accurate and  
7 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
8 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
9 denies them.

10      175. Alo admits that at various times throughout 2022 it issued certain  
11 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
12 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
13 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
14 specific allegations in this Paragraph of the Complaint are complete or accurate and  
15 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
16 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
17 denies them.

18      176. Alo admits that at various times throughout 2022 it issued certain  
19 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
20 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
21 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
22 specific allegations in this Paragraph of the Complaint are complete or accurate and  
23 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
24 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
25 denies them.

26      177. Alo admits that at various times throughout 2022 it issued certain  
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1 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
2 Plaintiff provided invoices for certain clothing, and that Alo received shipments of  
3 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
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8       178. Alo admits that at various times throughout 2022 it issued certain  
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16       179. Alo admits that at various times throughout 2023 it issued certain  
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24       180. Alo admits that at various times throughout 2023 it issued certain  
25 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
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1 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
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6 181. Alo admits that at various times throughout 2023 it issued certain  
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14 182. Alo admits that at various times throughout 2023 it issued certain  
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19 therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
20 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
21 denies them.

22 183. Alo admits that at various times throughout 2023 it issued certain  
23 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that  
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25 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the  
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2       187. Alo admits that at various times throughout 2023 it issued certain  
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18      189. Alo admits that at various times throughout 2023 it issued certain  
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24       193. Alo admits that at various times throughout 2023 it issued certain  
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6 194. Alo admits that at various times throughout 2023 it issued certain  
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22 196. Alo admits that at various times throughout 2023 it issued certain  
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4       197. Alo admits that at various times throughout 2023 it issued certain  
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12       198. Alo admits that at various times throughout 2023 it issued certain  
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20       199. Alo admits that at various times throughout 2023 it issued certain  
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200. Alo admits that at various times throughout 2023 it issued certain  
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8 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
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201. Alo admits that at various times throughout 2023 it issued certain  
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specific allegations in this Paragraph of the Complaint are complete or accurate and  
therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
denies them.

202. Alo admits that at various times throughout 2023 it issued certain  
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specific allegations in this Paragraph of the Complaint are complete or accurate and  
therefore denies them. Alo lacks knowledge or information sufficient to form a belief  
as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore  
denies them.

203. Alo denies the allegations in Paragraph 203 of the Complaint.

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## **FIRST CLAIM FOR RELIEF**

#### (Breach of Contract Against Alo)

204. Plaintiff repeats and realleges its responses to each preceding paragraph above as if fully set forth herein.

205. Plaintiff denies the allegations in Paragraph 205 of the Counterclaims.

206. Plaintiff denies the allegations in Paragraph 206 of the Counterclaims.

207. Plaintiff denies the allegations in Paragraph 207 of the Counterclaims.

208. Plaintiff denies the allegations in Paragraph 208 of the Counterclaims.

209. Plaintiff denies the allegations in Paragraph 209 of the Counterclaims.

210. Plaintiff denies the allegations in Paragraph 210 of the Counterclaims.

## **SECOND CLAIM FOR RELIEF**

(Account Stated Against Alo)

211. Plaintiff repeats and realleges its responses to each preceding paragraph above as if fully set forth herein.

212. Plaintiff denies the allegations in Paragraph 212 of the Counterclaims.

213. Plaintiff denies the allegations in Paragraph 213 of the Counterclaims.

## **PRAYER FOR RELIEF**

Alo denies the allegations set forth in Paragraphs 1-3 following Paragraph 213, and denies that Plaintiff is entitled to any relief on its Complaint.

## **AFFIRMATIVE DEFENSES**

## **First Affirmative Defense**

## (Breach of Contract)

As an affirmative defense to each and every cause of action, Plaintiff's claims are barred, in whole or in part, because of Plaintiff's material breach of the agreements governing the subject matter of Plaintiff's claims, including but not

1 limited to Plaintiff's failure to deliver goods free from material defects and failure to  
2 meet required delivery deadlines.

## **Second Affirmative Defense**

(Waiver and Estoppel)

5 As an affirmative defense to each and every cause of action, Plaintiff's claims  
6 are barred, in whole or in part, under the doctrines of waiver and estoppel by reason  
7 of acts, omissions, representations, and conduct by Plaintiff.

### **Third Affirmative Defense**

(Unjust Enrichment)

10 As an affirmative defense to each and every cause of action, Plaintiff's  
11 recovery is barred because the requested recovery from Defendants would result in  
12 Plaintiff's unjust enrichment.

#### **Fourth Affirmative Defense**

### (Unclean Hands)

15 As an affirmative defense to each and every cause of action, Plaintiff's  
16 recovery is barred, in whole or in part, under the doctrine of unclean hands.

## **Fifth Affirmative Defense**

(Offset)

19 As an affirmative defense to each and every cause of action, Defendants are  
20 entitled to an offset for any amounts already paid by Defendants, owed to Defendants  
21 by Plaintiff (including owed to Defendants in connection with any recovery on Alo's  
22 counterclaims), or as otherwise deemed appropriate by the Court.

### **Additional Affirmative Defenses**

24 Alo reserves the right to assert additional defenses as may be disclosed during  
25 the course of additional investigation and discovery.

1  
2                   COUNTERCLAIMS

3                   Pursuant to Fed. R. Civ. P. 8(d), Plaintiff Alo, LLC (“Alo” or “Plaintiff”)  
4 hereby asserts the following counterclaims against Counterclaim Defendant BIHQ Pte  
5 Ltd. dba Bodynits International Pte Ltd. (“BIHQ” or “Counterclaim Defendant”) and  
6 DOES 1-10, inclusive.

7                   NATURE OF ACTION

8                   1. This is breach of contract action by Alo for damages in excess of  
9 \$1,075,658.16 against BIHQ arising out of BIHQ’s delivery of certain defective  
10 clothing manufactured by BIHQ for Alo, and its failure to deliver certain products in  
11 the timeframe required by the agreements governing the parties’ business. BIHQ’s  
12 failure to manufacture products in accordance with the high quality standards required  
13 by Alo governing the parties’ business, and its failure to timely meet Alo’s seasonal  
14 and holiday shipping deadlines, constitute material breaches of the parties’  
15 agreements. Alo’s damages include, but are not limited to, reimbursement to Alo for  
16 defective goods received and paid for by Alo, increased costs (including for expedited  
17 air shipping) incurred by Alo to mitigate against the harm caused by BIHQ’s failure to  
18 meet required delivery deadlines, and lost sales, all arising out of BIHQ’s unlawful  
19 conduct.

20                   PARTIES

21                   2. Alo is a well-known athleisure, yoga and health and wellness company  
22 that markets and sells products throughout the United States and abroad. Alo is a  
23 California limited liability company with a principal place of business located at 9830  
24 Wilshire Boulevard, Beverly Hills, CA 90212.

25                   3. Upon information and belief, BIHQ is a private company organized and  
26 existing under the laws of Singapore with a principal place of business located at 12

1 Changi South Lane, Singapore 486353. Upon information and belief, BIHQ is  
2 engaged in the business of manufacturing and exporting clothing, and operates a  
3 website at [www.bodynits.com](http://www.bodynits.com). BIHQ conducts business under the names BIHQ Pte  
4 Ltd. and Bodynits International Pte Ltd.

5       4. Does 1-10 are persons or entities responsible, in whole or in part, for the  
6 wrongdoing alleged herein (“Doe Defendants”). Alo is informed and believes, and  
7 based thereon, alleges that each of the Doe Defendants participated in, assisted,  
8 endorsed, or was otherwise involved in the acts complained hereof, and that they have  
9 liability for such acts. Alo will amend this Counterclaim if, and when, the identities  
10 and details of involvement of such persons or entities becomes known.

## **JURISDICTION & VENUE**

12        5. This Court has jurisdiction over the subject matter of these Counterclaims  
13 pursuant to 28 U.S.C. § 1332(a) because this is a civil action between citizens of  
14 different states, where the matter in controversy exceeds \$75,000, exclusive of costs  
15 and interest. This Court also has supplemental jurisdiction over these counterclaims  
16 pursuant to 28 U.S.C. § 1337(a), as the subject matter of the counterclaims are so  
17 related to BIHQ's claims in the Complaint that they form part of the same case or  
18 controversy.

19        6. This Court has personal jurisdiction over BIHQ because, among other  
20 reasons, BIHQ consented to the personal jurisdiction of this Court when it filed the  
21 Complaint in this Judicial District, and because the subject matter of the counterclaims  
22 are so related to BIHQ's claims in the Complaint that they form part of the same case  
23 or controversy. In addition, the contracts entered into between Alo and BIHQ  
24 required BIHQ to deliver conforming products in this Judicial District.

25       7.     Venue is proper in this judicial district pursuant to 28 U.S.C. § 1331(b)(2)  
26 because a substantial part of the events giving rise to the counterclaims occurred

1 within this Judicial District, as delivery of the goods by BIHQ was to be made to Alo  
2 in Los Angeles County. Alternatively, venue is proper under 28 U.S.C. § 1391(b)(3).

3 **FACTS COMMON TO ALL COUNTERCLAIMS**

4 8. Alo designs, develops and sells fashionable and exceptionally high  
5 quality garments in the athleisure, yoga and health and wellness space. In 2021, 2022  
6 and 2023, it entered into agreements with BIHQ to manufacture certain of its apparel  
7 products. Consistent with Alo's high standards for quality and high demand for its  
8 new and innovative styles, Alo demands much from its partners.

9 9. With respect to BIHQ, doing business as Bodynits, Alo engaged in  
10 extensive planning nearly a year in advance of new season and holiday product  
11 launches in order to ensure that BIHQ could secure necessary materials and  
12 manufacturing capacity to produce the high quality products in time for critical sales  
13 periods. As part of this process, Alo provided detailed forecasts for specific styles and  
14 quantities to ensure supply, and worked with BIHQ confirm quality standards are met  
15 before production and shipping. As one example, on or about February 4, 2022, Alo  
16 provided BIHQ with a detailed forecast for capacity planning purposes identifying  
17 more than 210,000 units by style needed for the Holiday 2022.

18 10. The agreements between Alo and BIHQ were formed pursuant to  
19 communications between Alo and BIHQ that included these type of forecasts for  
20 capacity planning, and eventually led to written Purchase Orders issued by Alo to  
21 BIHQ that included specific terms including, but not limited to (a) identifying the  
22 style, description, quantity and price of the garments subject to the order, (b)  
23 identifying the location where the articles were to be shipped, (c) identifying the  
24 precise shipping date for the order, and (d) specific terms and conditions governing  
25 each order, including that (i) BIHQ shall deliver no goods without a purchase order,  
26 (ii) BIHQ shall make no substitutions or changes without authority from Alo, and (iii)

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28

1 Alo reserves the right to cancel the order if shipment is not made as promised  
2 (hereafter, the “Alo Contracts”).

3           11. Throughout 2021, 2022 and 2023, BIHQ manufactured and delivered  
4 certain garments to Alo pursuant to the Alo Contracts. Many of these products failed  
5 to meet the quality standards required by the Alo Contracts, and contained defects in  
6 materials and craftsmanship.

7       12. Alo identified these defects to BIHQ. The total cost of these  
8 chargebacks, exclusive of any lost sales, is approximately \$600,470.16, and concern  
9 products purchased in connection with at least the following purchase orders:  
10 PO#10011259, PO#10016155, PO#10016052, PO#10016052, PO#10011215,  
11 PO#10011213, PO#10017371, PO#10011416, PO#10011384, PO#10011392,  
12 PO#10011360, PO#10011350, PO#10011715, PO#10011717, PO#10008335,  
13 PO#10011224, PO#10010419, PO# 10016063, PO#10008281, PO#10008282,  
14 PO#10008283, PO#10008284, and PO#10008977.

13. Despite Alo's early identification of specific quantities and styles for the  
express purpose of reserving capacity, BIHQ failed to timely deliver tens of thousands  
of garments in 2022. BIHQ's failure to timely deliver the required garments in  
accordance with the Alo Contracts required Alo to incur substantially increased  
shipping costs for faster air shipping, instead of ocean freight charges, in order to  
mitigate against some of the harm caused by BIHQ's delays in advance of Alo's  
popular Holiday sales season. The approximate cost of the increased air shipping  
charges, exclusive of any lost sales, was approximately \$475,188.00.

## **FIRST COUNTERCLAIM**

## (Breach of Contract Against BIHQ)

25        14. Alo repeats and realleges the allegations contained in each preceding  
26 paragraph above as if fully set forth herein.

1       15. The Alo Contracts constitute valid and enforceable contracts between  
2 Alo, on the one hand, and BIHQ, on the other hand.

3       16. Alo has performed, or attempted to perform, all material elements and  
4 conditions of the Alo Contracts except for those acts that have been prevented,  
5 delayed, or excused by the acts or omissions of BIHQ.

6       17. All conditions required for BIHQ to perform had occurred prior to  
7 BIHQ's breach.

8       18. BIHQ breached the Alo Contracts by failing to deliver all goods free  
9 from material defects and in accordance with the quality standards required under the  
10 Alo Contracts. Specifically, the cost of these chargebacks, exclusive of any lost sales,  
11 is approximately \$600,470.16, and concern products purchased in connection with at  
12 least the following purchase orders: PO#10011259, PO#10016155, PO#10016052,  
13 PO#10016052, PO#10011215, PO#10011213, PO#10017371, PO#10011416,  
14 PO#10011384, PO#10011392, PO#10011360, PO#10011350, PO#10011715,  
15 PO#10011717, PO#10008335, PO#10011224, PO#10010419, PO# 10016063,  
16 PO#10008281, PO#10008282, PO#10008283, PO#10008284, and PO#10008977.

17       19. BIHQ breached the Alo Contracts by failing to deliver all goods in the  
18 timeframe required by the Alo Contracts. Specifically, BIHQ failed to timely deliver  
19 tens of thousands of garments in 2022 which required Alo to incur substantially  
20 increased shipping costs for air shipping. The approximate cost of the increased air  
21 shipping charges, exclusive of any lost sales, was approximately \$475,188.00.

22       20. Alo was harmed by BIHQ's breaches of the Alo Contracts. These  
23 breaches were a substantial factor in causing Alo's harm.

24       21. As a direct and proximate result of BIHQ's material breaches of the Alo  
25 Contracts, Alo has been damaged in an amount subject to proof at trial, but in no event  
26 less than \$1,075,658.16, which is exclusive of the harm Alo suffered as a result of lost  
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1 sales arising out of BIHQ's conduct.

2

3 **DEMAND FOR JURY TRIAL**

4 Pursuant to Fed. R. Civ. P. 38, Alo hereby demands a jury trial on all issues so  
5 triable.

6

**PRAYER FOR RELIEF**

7 Wherefore Alo prays for judgment against Plaintiff/Counterclaim Defendant,  
8 and in favor of Alo, as follows:

9 A. That the Complaint and each purported claim for relief therein be  
10 dismissed in their entirety with prejudice;

11 B. That the Court award Alo all of its special, consequential, and  
12 compensatory damages as permitted by law;

13 C. That the Court award Alo its costs and attorneys' fees in this action to  
14 the extent recoverable by contract or statute; and

15 D. That the Court award Alo such other and further relief as the Court may  
16 deem just and proper.

17

18 Dated: April 24, 2023

By: /s/ Nathaniel H. Lipanovich

19

Nathaniel H. Lipanovich

20

Attorney for Defendants and  
21 Counterclaim Plaintiffs Alo, LLC and  
22 Color Image Apparel, Inc.

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## **CERTIFICATE OF SERVICE**

I hereby certify that on April 24, 2023, a true and correct copy of the foregoing **ALO, LLC'S AND COLOR IMAGE APPAREL, INC.'S ANSWER TO COMPLAINT AND COUNTERCLAIMS** was filed electronically with the Clerk of the above-captioned Court utilizing the Court's CM/ECF system, resulting in an automatic transmission of a Notice of Electronic Filing to all counsel of record in the above-referenced proceeding.

By: /s/ *Journey Bailey*

Journey Bailey